

Arent, Fox, Kintner, Plotkin & Kahn

Federal Bar Building
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Washington, D.C. 20006

January 14, 1980
JDH-80/11

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JAN 14 1980 - 1 10:41 AM

6-0121280

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

No. JAN 14 1980

Date

Fee \$ 10.00

Re: ICC File No. 11029-A

ICC Washington, D. C.

Dear Madam:

Enclosed are 10 fully executed and notarized copies of Amendment No. 1 to a Loan and Security Agreement dated as of October 23, 1979 (which Loan and Security Agreement was filed with the ICC on November 7, 1979 at 2:30 p.m., Recordation No. 11029-A) relating to certain railroad rolling stock as listed below made between the following parties:

1. Document to be recorded: Amendment No. 1, dated as of October 23, 1979.
2. Secured Party: Manufacturers Hanover Leasing Corporation, 30 Rockefeller Plaza, New York, New York 10020.
3. Party Granting Security Interest: Hillman Manufacturing Company, P.O. Box 510, Brownsville, Pennsylvania 15417.
4. Equipment covered by the above mentioned documents: Two Hundred Forty (240) 70 ton 50 foot 6 inch special purpose boxcars with AAR mechanical designation "XF" bearing road numbers DM20000-20230 and One Hundred Twenty-Five (125) 70 ton 50 foot 6 inch special purpose boxcars with AAR mechanical designation "XP" bearing road numbers MCSA 7000-7124.

I respectfully request that the original of this document be recorded under the provisions of 49 U.S.C. §11303. I would also appreciate your stamping the additional copies of the above document which are not required for your filing purposes and returning them to me.

The undersigned certifies that he is acting as counsel to Hillman Manufacturing Company and that he has knowledge of the matters set forth in the above described documents.

Sincerely yours,

John D. Hushon
John D. Hushon

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

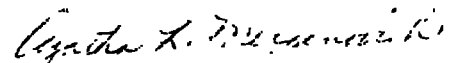
1/14/80

OFFICE OF THE SECRETARY

John D. Hushon
Arent, Fox, Kintner, Plotkin & Kahn
Federal Bar Building
1815 H. Street, N.W.
Washington, D.C. 20006
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/14/80 at 11:25am, and assigned re-recording number(s). 11029-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

JAN 14 1980 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

Dated as of October 23, 1979

between

HILLMAN MANUFACTURING COMPANY

and

MANUFACTURERS HANOVER LEASING CORPORATION

to

Loan and Security Agreement Dated as of October
23, 1979 between Hillman Manufacturing Company
and Manufacturers Hanover Leasing Corporation

Filed and recorded with the Interstate Commerce
Commission pursuant to 49 U.S.C. 11303 (formerly
Section 20 of the Interstate Commerce Act) on
, 1979 at , Recordation No.

AMENDMENT NO. 1 TO LOAN
AND SECURITY AGREEMENT

AMENDMENT NO. 1 dated as of October 23, 1979 between HILLMAN MANUFACTURING COMPANY, a Pennsylvania corporation (the "Company"), and MANUFACTURERS HANOVER LEASING CORPORATION, a New York corporation (the "Lender"), to the Loan and Security Agreement dated as of October 23, 1979 between the Company and the Lender.

W I T N E S S E T H :

WHEREAS, the Company and the Lender have entered into a Loan and Security Agreement dated as of October 23, 1979 (the "Agreement"), and the Agreement was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on November 7, 1979 at 2:30 P.M., Recordation No. 11029-A; and

WHEREAS, the Company and the Lender desire to amend the Agreement to increase the maximum amount of transportation costs and legal expenses which may be included in the Box-car Cost of each Unit from \$500 to \$700 and to increase the maximum aggregate principal amount of the loans to be made by the Lender under the Agreement from \$7,680,000 to \$7,738,752;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein and in the Agreement, the parties hereto agree as follows:

1. The first sentence of the definition of "Box-car Cost" in Subsection 1.1 of the Agreement is hereby amended to read in its entirety as follows:

"Box-car Cost" shall mean, for each Unit (other than a Replacement Unit), (i) the actual cost of such Unit to the Company (including all engineering, inspection and related fees in an amount not to exceed \$800), and all applicable local or state sales taxes, if any, as set forth in the manufacturer's invoice with respect to such Unit or as otherwise evidenced in a manner satisfactory to the Lender, plus (ii) transportation costs and legal expenses of the Company with respect to the financing of

such Unit hereunder in an amount not to exceed \$700."

2. The first sentence of Subsection 2.1 of the Agreement is hereby amended to read in its entirety as follows:

"Subject to the terms and conditions of this Agreement, the Lender agrees to make up to four loans to the Company from time to time from the date hereof to and including March 31, 1980, to finance a portion of the aggregate Box-car Costs of up to 240 70-ton XF box-cars to be purchased by the Company and used and maintained by one or more Users under the Box-car Agreement, provided that the aggregate principal amount of the loans made by the Lender under this Agreement shall not exceed \$7,738,752."

3. Except as otherwise provided in this Amendment No. 1, terms used in this Amendment No. 1 which are defined in the Agreement shall have the respective meanings set forth in the Agreement.

4. This Amendment No. 1 is effective as of October 23, 1979.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed by their proper and duly authorized officers as of the day and year first above written.

Attest:

HILLMAN MANUFACTURING COMPANY

By

Title:

Secretary

By

Title:

VP

(Seal)

Attest:

MANUFACTURERS HANOVER LEASING CORPORATION

By

Title:

(Seal)

By

Title:

V.P.

COMMONWEALTH OF PENNSYLVANIA)
: SS.:
COUNTY OF ALLEGHENY)

On this 19th day of December, 1979, before me, the Subscriber, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Steven M. Hutchinson who acknowledged himself to be the Vice President of HILLMAN MANUFACTURING COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Thelma V. Cypher
Notary Public

(SEAL)

THELMA V. CYPER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 8, 1982
Member, Pennsylvania Association of Notaries

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 14 day of December, 1979, before me personally came JOHN W. MARCUS, to me known, who being duly sworn, did depose and say that he resides at 12 East 86th St. N.Y.; that he is a Vice President of MANUFACTURERS HANOVER LEASING CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Doris A. Lytle
Notary Public

(SEAL)

DORIS A. LYTLE
Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 8, 1982
Member, Pennsylvania Association of Notaries